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VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") made this 18th day of November, 2002, by and between Hyung Kyu Park t/a Geranium Market ("Applicant") and Advisory Neighborhood Commission ANC 4A, and Joyce E. Berthoud, Cheryl Teare, Jourdinia Brown, Thomas W. Black, Herbert Scott, William R. Hoosier, and Walter L. Monroe, (collectively "Protestants").

RECITALS

WHEREAS, Applicant is the holder of a retailer's license Class B for Premises at 7350 Georgia Avenue, NW, Washington, D.C., Application no. 6120;

WHEREAS, Protestants have protested the reissuance of the license;

WHEREAS, the parties have agreed to enter into this Voluntary Agreement and to request the Alcoholic Beverage Control Board to approve of the reissuance of the Applicant's license conditioned upon Applicant's compliance with the terms of this written Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Restrictions on Single Sales. Applicant shall not sell a single container of beer, ale, or malt liquor of twelve (12) ounces or less. Applicant shall not sell a single container of beer, ale, or malt liquor between thirteen (13) and twenty-one (21) ounces unless such sale also includes the sale of non-alcoholic, non-tobacco, non-snack food products of two dollars (\$2.00) or more. Applicant shall not sell a single container of beer, ale, or malt liquor of twenty-two (22)

ounces or greater, or a single container of wine having an alcohol content of fourteen per cent (14%) or greater, unless such sale includes the sale of non-alcoholic, non -tobacco products of four dollars (\$4.00) or more.

3. No Sale of Alcoholic Beverages for Consumption in Public Space. Applicant shall not sell alcoholic beverages to any person whom the applicant knows, or reasonably should know, will consume the beverages in public space or will divide the container or containers among several persons while in public space.

4. Intoxicated Persons. Applicant shall refuse to sell alcoholic beverages to any intoxicated person, to any person of notoriously intemperate habits, or to any person who appears intoxicated.

5. Loitering. Applicant shall actively seek to prevent person(s) from congregating in and around its premises by:

a. posting clearly visible "no loitering" signs (lettering no less than 5 inches) on the interior and exterior of its premises and by asking loiterers to leave,

b. installing and utilizing high intensity lighting in the rear and on the sides,

c. contacting the Metropolitan Police Department ("MPD") when necessary to ask its support in dispersing loiterers and in maintaining order. The Applicant shall maintain a log of its calls to MPD with the date, time, and nature of the call. The log will be made available to the Protestants, upon request, for review and/or copying.

6. Maintenance of Premises. Applicant shall maintain the exterior area immediately adjacent to its store clean, neat, and free of litter, will regularly inspect the adjacent public space, including the alley behind the establishment and will remove all litter including but not limited to bottles, cans, and paper at a minimum of eighteen (18) inches beyond the curb. The Applicant shall place trash receptacles inside and outside the market, and such receptacles will be emptied

at a minimum of twice daily. The Protestants will use their best efforts to persuade the other businesses located on Upper Georgia Avenue, NW, including those that sell alcoholic beverages, to make similar efforts toward cleanliness.

7. Notices. In the event of a violation of the provisions of either of this Agreements, Applicant shall be notified in writing of such violation. Notices shall be sent by first class mail postage prepaid, hand delivery or by recognized overnight delivery service as follows:

Hyung Kyu Park
Geranium Market
7350 Georgia Avenue, NW
Washington, DC 20012

With a copy by mail, e-mail or fax to:

Andrew J. Kline, Esquire
1225 Nineteenth Street, NW
Suite 320
Washington, DC 20036
Phone: 202-686-7600
Fax: 202-293-3130
akline@klinelawdc.com

Applicant may change the notice addresses listed above by written notice to the signatories hereto at the addresses listed below their signatures. Applicant shall provide a written response to any notification under this Agreement within five (5) business days.

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

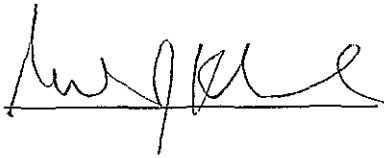
8. Withdrawal of Protest. Protestants hereby withdraw their protests and join with Applicant in requesting that the Alcoholic Beverage Control Board accept this Agreement as a condition of approval of the reissuance of Applicant's license.

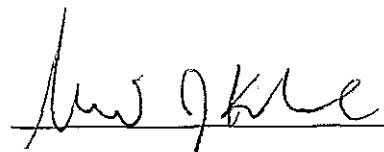
9. Counterparts. This Agreement may be executed simultaneously in two or more

counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day of November 18, 2002.

WITNESS:





APPLICANT:

Geranium Market

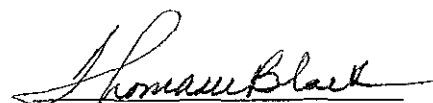

Hyung Kyu Park

PROTESTANTS:

Advisory Neighborhood Commission 4A

By: _____
Stephen Whatley

Jourdina Brown
for herself, and
on behalf of
Joyce E. Berthoud
Cheryl Teare
Herbert Scott
Walter Hoosier and
Walter L. Monroe


Thomas W. Black

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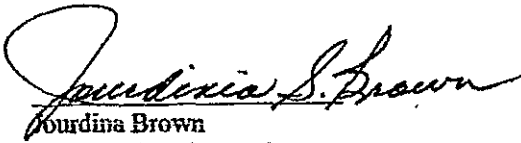
Geranium Market

Hyung Kyu Park

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Geranium Market

Hyung Kyu Park

PROTESTANTS:

Advisory Neighborhood Commission 4A

By: Stephen A. Whatley
Stephen Whatley

Jourdina Brown
for herself, and
on behalf of
Joyce E. Berthoud
Cheryl Teare
Herbert Scott
Walter Hoosier and
Walter L. Monroe

Thomas W. Black

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Park Hyung Kyu
t/a Geranium Market

Application for a Retailer's Class
B License (renewal)
at premises
7350 GEORGIA AVENUE, NW
Washington, D.C.

Application No.: 6120-02/049P
Order No.: 2003-005

Jourdina Brown, Joyce E. Berthoud, Cheryl Teare, Herbert Scott, Walter Hoosier, Walter L. Monroe, Thomas W. Black, and Stephen Whatley, on behalf of the Advisory Neighborhood Commission 4A, Protestants

Andrew J. Kline, Esquire, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey Thompson, Member

**ORDER ON WITHDRAWN PROTEST
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on March 13, 2002 in accordance with the D.C. Official Code Section 601 (2000 Edition). Jourdina Brown, Joyce E. Berthoud, Cheryl Teare, Herbert Scott, Walter Hoosier, Walter L. Monroe, Thomas W. Black, and Stephen Whatley, on behalf of the Advisory Neighborhood Commission 4A, filed timely opposition.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board.

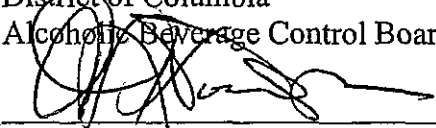
Park Hyung Kyu
t/a Geranium Market
Page two


Pursuant to the agreement, dated November 18, 2002, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement

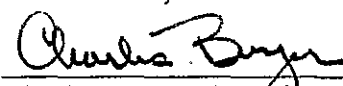
Accordingly, it is this 15th day of January 2003, **ORDERED** that:

1. The opposition of Jourdina Brown, Joyce E. Berthoud, Cheryl Teare, Herbert Scott, Walter Hoosier, Walter L. Monroe, Thomas W. Black, and Stephen Whatley, on behalf of the Advisory Neighborhood Commission 4A is **WITHDRAWN**;
2. The application of Park Hyung Kyu for a retailer's class B license (renewal) located at 7350 Georgia Avenue, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Applicant.

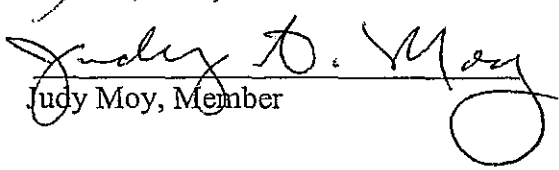
District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair

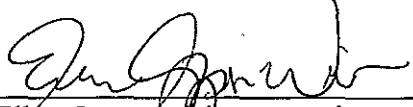

Vera Abbott, Member

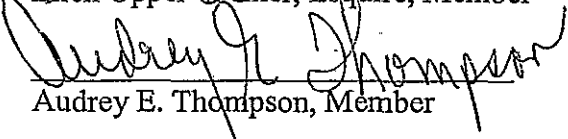

Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member

Park Hyung Kyu
t/a Geranium Market
Page three


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

Date

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RECITALS

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WHEREAS, Protestants have protested the reissuance of the license;

WHEREAS, the parties have agreed to enter into this Voluntary Agreement and to request the Alcoholic Beverage Control Board to approve of the reissuance of the Applicant's license conditioned upon Applicant's compliance with the terms of this written Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Restrictions on Single Sales. Applicant shall not sell a single container of beer, ale, or malt liquor of twelve (12) ounces or less. Applicant shall not sell a single container of beer, ale, or malt liquor between thirteen (13) and twenty-one (21) ounces unless such sale includes the sale of non-alcoholic, non-tobacco, non-snack food products of two (2) dollars (2.00) or more. Applicant shall not sell a single container of beer, ale, or malt liquor of twenty-one (21) ounces or more.

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3. No Sale of Alcoholic Beverages for Consumption in Public Space. Applicant shall not sell alcoholic beverages to any person whom the applicant knows, or reasonably should know, will consume the beverages in public space or will divide the container or containers among several persons while in public space.

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b. installing and utilizing high intensity lighting in the rear and on the sides,

c. contacting the Metropolitan Police Department ("MPD") when necessary to ask its support in dispersing loiterers and in maintaining order. The Applicant shall maintain a log of its calls to MPD with the date, time, and nature of the call. The log will be made available to the Protestants, upon request, for review and/or copying.

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7. Notices. In the event of a violation of the provisions of either of this Agreements, Applicant shall be notified in writing of such violation. Notices shall be sent by first class mail postage prepaid, hand delivery or by recognized overnight delivery service as follows:

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Washington, DC 20012

With a copy by mail, e-mail or fax to:

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Washington, DC 20036
Phone: 202-686-7600
Fax: 202-293-3130
akline@klinelawdc.com

Applicant may change the notice addresses listed above by written notice to the signatories hereto at the addresses listed below their signatures. Applicant shall provide a written response to any notification under this Agreement within five (5) business days.

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8. Withdrawal of Protest. Protestants hereby withdraw their protests and join with Applicant in requesting that the Alcoholic Beverage Control Board accept this Agreement as a condition of approval of the reissuance of Applicant's license.

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AGREEMENT

Advisory Neighborhood Commission 2E ("ANC 2E") and GW, Inc., t/a Saloun ("the applicant") agree as follows:

WHEREAS, The applicant has applied for renewal of a Class CT alcoholic beverage license for the property located at 3239 M Street, NW, Washington, DC 20007 which is pending before the Alcoholic Beverage Control Board ("ABC Board") as application number 6244; and

WHEREAS, ANC 2E represents the resident taxpayers within its boundaries and wishes to ensure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community; and

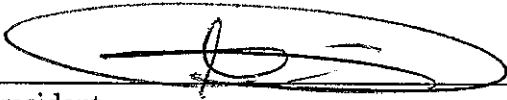
WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the Applicant's operational plans;

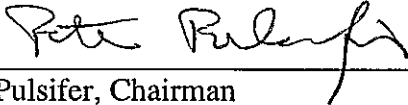
NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. Applicant acknowledges that neighbors have complained about noise coming from its establishment. Applicant will make its best efforts to minimize noise from the operation of the establishment, and will at all times meet the requirements defined in the ABC noise regulation (23 DCMR §905). Repeated noise citations by police or other DC government officials will be considered a violation of this agreement.
2. Doors and windows to the establishment shall be kept closed whenever music is being played, except for the normal passage of persons into or out of the establishment.
3. Applicant will be receptive in the future to noise complaints and will, upon reasonable request, meet with the ANC to discuss noise complaints and additional measures that may be necessary to eliminate excessive noise.
4. The establishment shall have a maximum capacity of 109 persons. This limit shall be prominently posted. The maximum capacity shall never be exceeded.
5. As specified in the current license, the establishment shall be open from 5 p.m. to 2 a.m. on Sunday through Thursday and from 5 p.m. to 3 a.m. on Friday and Saturday. Service of alcohol shall cease 30 minutes before closing.
6. The applicant shall neither offer nor publicize any student discounts, "pub crawls", "ladies' nights", "men's nights", all-you-can-drink for one price, or similar special promotions that encourage excessive consumption of alcohol.
7. The applicant shall not distribute or place fliers, placards, cards and other promotional materials in public space, nor on any college or university campus, including student housing and dormitories.
8. The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5. Prior to so petitioning, however, the ANC shall notify the Applicant of any perceived violations and afford Applicant seven (7) calendar days in which to address or rectify the perceived violation.

9. This agreement shall be binding on anyone to whom the license is sold, transferred, or assigned.
10. ANC 2E agrees not to protest the Application, contingent upon the ABC Board's acceptance of this Agreement as a specific and express condition of the issuance of applicant's license.

Executed this _____ day of 6-27-, 2001

By: 
Mike Afshar, President
GW, Inc.

By: 
Peter Pulsifer, Chairman
Advisory Neighborhood Commission 2E